

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION**

IN RE:
Jamison H. Dyer

Debtor

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§

Case No. 23-80163-G-13

Chapter 13

**STATEMENT OF ATTORNEY FOR PETITIONER
PURSUANT TO BANKRUPTCY RULE 2016(b)**

The undersigned, pursuant to Bankruptcy Rule 2016(b), states that:

1. “I, Susan C. Norman (“Norman”), am an attorney whose address is P.O. Box 55585, Houston, TX, 77255. I have applied together with Holly Crampton to be special litigation counsel for state court litigation related matters for the Debtor,
 - (1) Cause No. 2023-08753, *Jamison H. Dyer vs Linda Caruso et al.*, in the 127th District Court of Harris County, Texas and the related appeal,
 - (2) In state court matter no. 2023-08753-A, the severed cause of action styled *Jamison H. Dyer v. Alejandro Sanchez*, presently on appeal.
 - (3) Case Number 14-24-00572-CV, *Jamison Hamlin Dyer, Appellant v. Alejandro Sanchez, Appellee*; in the Fourteenth Court of Appeals in Harris County, Texas;
 - (4) Cause No. 24-CV-0992, in the 10th District Court of Galveston County, Texas; *Jamison Hamlin Dyer v. Christopher Kingston*, a personal injury case with a pending agreed settlement.
 - (5) Debtor may also have possible claims against a former property manager, which may need to be litigated.
2. “I have been working with the Debtor for approximately 6 months or longer. I had previously submitted an application to be employed which was denied due to incorrect filing procedures. I have agreed to only be paid from any recoveries in the cases.

3. “I was paid \$0.00 by the Debtor prior to the filing of the bankruptcy case.
4. “For my services for the Debtor, I charge an hourly fee of \$500 per hour for all court appearances and depositions, including in-person and remote hearings conducted by Zoom or other video conferencing method(s); \$400 per hour for court-related matters, including time involved in preparing for court; preparation, drafting and proofing of pleading and motions; legal research; interviewing witnesses; conferences and communications with Client; conducting discovery; depositions; communication with the attorneys representing the defendant(s); negotiations with the attorneys representing the defendant(s); time spent relating to Client’s experts and time required to investigate and prepare for the defendant(s) experts; and all other reasonable and necessary time spent preparing and resolving Client’s case except for travel and waiting time, which is billed at a reduced rate. In the event that there is no recovery in the case, then client will not owe further attorney’s fees to the Firm beyond any fees which may have already been paid. I and Holly Crampton have both agreed that the fees for both of us will not exceed the recovery for the Debtor and have agreed to limit our fees to any recovery. The Debtor has agreed to reimburse my expenses at the conclusion of any case regardless of the results.
5. “The services rendered or to be rendered include the following:
 - A. Analysis of the litigation law issues in the removed, now-remanded, state court litigation case and the main bankruptcy case;
 - B. Advising the Debtor with respect to his duties in regard to litigation matters;
 - C. Preparation and filing of all appropriate pleadings, motions responses and other actions involving litigation law matters including attending any depositions or rule 2004 examinations involving litigation law matters.

- D. Representing the Debtor in all proceedings before the Court on litigation law matters and in any other judicial or administrative proceeding including state court cases where rights of the Debtor may be litigated or affected; and
 - E. Assisting as needed for issues in this case, the other litigation law matters and cases enumerated above, and other cases that might arise involving the Debtor.
6. “The undersigned further states that I have not shared or agreed to share with any person, other than with the members and employees of my firm (including “of counsel” attorneys), any compensation or reimbursement that have been paid to my firm by the Debtor for the services set forth above in connection with this case and other cases involving the Debtor. I have agreed to submit separate invoices for my services and Holly Crampton will submit a separate invoice for her services.
7. “The statements herein are true and correct to the best of my knowledge and belief.”

DATED: January 28, 2025

Respectfully submitted,

/s/Susan C. Norman

Susan C. Norman

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THIS UNSWORN DECLARATION IS MADE UNDER PENALTY OF PERJURY